



STATE OF TENNESSEE
Department of Finance and Administration

REQUEST FOR PROPOSALS
FOR
GOVERNOR'S CORRESPONDENCE
TRACKING SYSTEM (GCTS)

RFP Number: 317.03-105

June 6, 2003

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1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, intends to secure a contract for software, installation, training, and software support for a correspondence and casework tracking system for the Governor's Correspondence staff. The system is known as the Governor's Correspondence Tracking System (GCTS).

In a typical month, the Governor's office receives incoming constituent contacts in the following volumes:

800 Phone Calls
800 Letters
60 faxes
1,800 emails

The Governor's correspondence staff is responsible for acknowledging the contacts by replying directly, recording receipt of mass mail-in campaigns, or redirecting the contacts to the appropriate entities (other agencies, legislators, local governments, etc.). Many contacts require a response, and in these cases, in addition to recording the initial contact information, the correspondence staff also records the response.

The incoming constituent contacts result in approximately 3,860 outgoing communications per month, which include certificates, kid's packs, photos, flags, congratulation letters, military retirement letters, policy letters, welcome letters, proclamations, and emails.

The software being acquired must be available as an off-the-shelf product with tailoring capabilities for State specific values, and it should be specifically geared toward the business of State government. The product proposed should have been developed for a state or a similar governmental entity, or at least be easily adaptable to the State of Tennessee Governor's environment. The requirements for the proposed software include, but are not limited to, the following:

- it must be accessible via a web browser on the State's intranet;
- it must be capable of functioning as a standalone product, as opposed to being a module embedded in a larger system;
- it must integrate with existing office products and imaging software; and
- it must produce statistics, reports, and other outputs as required.

The State's mandatory technical requirements for the GCTS are described in RFP Section 5.2.2.4 and Contract Attachment A.

The initial term of the GCTS contract will be four (4) years, with an option, at the State's request, to extend the contract for one (1) additional year. In addition to costs proposed for the first four years, the Proposer is also required to propose costs for the optional fifth year.

The responsibilities of the contractor receiving an award from this request will include, but not be limited to the following: (1) assisting the State in configuring the system to support a minimum of four years of contacts; (2) installing the software and training key State staff in its

business, administrative, and operational use; and (3) providing ongoing technical support to the State for the term of the contract.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of August 8, 2003 through August 7, 2007.

The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Buddy Lea, Director of Resource Development and Support
12th Floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243
Tele: (615) 741-7662

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	6/6/03	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	6/10/03	
3	Deadline for <i>Letter of Intent to Propose</i>	6/12/03	
4	Deadline for Written Comments	6/13/03	
5	State Issues Responses to Written Comments	6/17/03	
6	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	6/23/03	1:00 PM CDT
7	State Contacts Proposers to Schedule Software Demonstrations	6/25/03	
8	Proposers Conduct Software Demonstrations	7/7/03 – 7/11/03	
9	State Completes Technical Evaluations	7/14/03	
10	State Opens Cost Proposal	7/15/03	9:00 AM CDT
11	State Completes Cost Evaluations	7/15/03	
12	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	7/18/03	9:00 AM CDT
13	Conclusion of Contract Negotiation, and Contract Signing	8/1/03	
14	Anticipated Contract Start Date	8/8/03	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Travis Johnson
Department of Finance and Administration
Suite 1800, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-5727 telephone
(615) 741-4589 FAX
Travis.Johnson@state.tn.us

3.2 RFP Number

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP- 317.03-105

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a Proposer relies on said factual information it should either:
 - a) independently verify the information; or
 - b) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and nine (9) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-317.03-105 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-317.03-105 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Travis Johnson
Suite 1800, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in

which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.

- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with **Tennessee Code Annotated**, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the State as a result of the participation of multiple entities.

4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.2 Location and Work Space

The work under this RFP is to be performed, completed, and managed at the Tennessee State Capitol complex. With the exception of space required incidentally to install the software, and provide support and training, the State shall not provide workspace for the Contractor.

In general, work performed on the State's premises shall be completed during the State's standard business hours, which are 8:00 AM to 4:30 PM, Central Time, Monday through Friday, excluding State holidays. However, in some cases and at the State's request, Contractor personnel may be required to work flexible hours, in response to the Governor's Office work environment and staff availability.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;
Mandatory Proposer Qualifications;
General Proposer Qualifications and Experience;
Technical Approach;
System Functionality; and
Software Demonstration.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing the signatory's authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee;

- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing;

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business; in lieu of such, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months; and

5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in an amount sufficient to cover any potential liability arising as a result of a contract pursuant to this RFP.

5.2.2.4 written confirmation that the Proposer will comply with the *GCTS Mandatory Technical Requirements*.

The Proposer may provide a software solution that will run on either Microsoft Windows or Sun Solaris (Unix). These are the only acceptable operating environments; there will be no exceptions. Regardless of which solution is proposed, the State requires absolute compliance with all technical requirements for the applicable environment as detailed in Contract Attachment A, *GCTS Mandatory Technical Requirements*. In addition to the requirements specific to each environment, the State also requires absolute compliance with all technical requirements listed in Attachment A as requirements "Common to either a Windows or Unix solution. . . ."

Therefore, the Proposer must carefully read and become familiar with Contract Attachment A. In response to this Section 5.2.2.4, the Proposer shall provide a written confirmation that it will comply in all particulars with the requirements as stated in Contract Attachment A. Failure to provide this written confirmation shall result in the disqualification of the Proposal.

5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief description of the Proposer's background and organizational history. This description shall also address whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, include an explanation providing relevant details);

5.2.3.2 years in business;

- 5.2.3.3 location of offices;
- 5.2.3.4 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
- 5.2.3.5 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.6 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.7 customer references for three (3) completed projects that are similar to the requirements stated in this RFP — each reference must include:
- a) the company name and business address;
 - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - c) the date the client installed the software and the version of the software that the client is currently using.
- 5.2.3.8 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five-year period— the list must include:
- a) the contract number;
 - b) the contract term;
 - c) the procuring state agency for each reference; and
 - d) the name, title, and telephone number of the State contact knowledgeable about the project work.
- (NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.7, shall be generally considered in awarding Proposer Qualifications and Experience category points.)
- 5.2.4 Technical Approach. Technical Proposals shall address the following topics, providing narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's software solution and technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Proposers must provide the following history information for the proposed software solution:
- a) Provide the name and version of the software being proposed.
 - b) Provide the age of the software and the release date of the version being proposed.
 - c) Provide the names of installation sites that currently use the proposed software. For each site provide the version number of the package currently installed.
 - d) Provide the software languages used in development of the application.

- 5.2.4.2 Proposers must describe any current or future plans for the software proposed. For example, if the Proposer has any plans for replacing the software, selling it to another company, or for terminating it as an active product, the Proposer must describe these plans. If product enhancements are planned, these too shall be described.
- 5.2.4.3 The State requires the proposed software be licensed to the State such that up to one hundred (100) State users will have access to the GCTS. Throughout this document this is referred to as the “base license.” Given this number of users, describe the licensing requirements for the proposed software. **Warning: Do not include costs of any kind in response to this section, 5.2.4.3.** At a minimum, address the following issues:
- a) The basic licensing structure; e.g., required number of central server and per-seat licenses. Note that, for evaluation purposes, the State is requiring proposed costs for the base license, and separate “per-seat” pricing for each additional user over the allowed 100 users. (See Contract Section A.3 and RFP Attachment 9.2.)
 - b) Describe how the maximum number of allowed users will be determined in practice; in other words, is it judged on the basis of potentially logged-on users defined to the system, or actual, simultaneous logged-on users?
 - c) State the restrictions, if any, on the maximum number of users that may access the system, assuming the State has only one central server site license. If there are no restrictions, state this.
- 5.2.4.4 Describe the media on which the software will be delivered.
- 5.2.4.5 Describe the recommended installation procedure.
- 5.2.4.6 Proposers must describe, in detail, the technical environment and deployment strategy recommended for acceptable performance of the Proposer’s application solution, over time, within the State’s environment. At a minimum, the following technical issues shall be addressed:
- a) Required operating platform; the State will allow either UNIX or Windows versions of the product; however, the Proposer must specify which platform it will supply to the State.
 - b) The hardware/software requirements in terms of processor type and speed, memory, hard disk space, operating or server software versions including patch releases.
 - c) Any special software, if applicable, that will have to be installed on user terminals or application server in order to access and/or execute the system. This should include any additional libraries or other third-party software.
 - d) How the proposed software will facilitate data entry from images and retrieval of correspondence images stored and managed using FileNet Content Services version 5.0 or higher. (This is the state standard product currently being used by the Governor’s Correspondence Office.)
 - e) How any hard coded user names or users groups, if any, are used and user restrictions resulting from such.
 - f) Any application monitoring or administrative tools included with the application.
 - g) Any default system files that the application may modify.

h) Any automated stop and start scripts provided with the application.

5.2.4.7 Proposers must describe the process that will be used to tailor the proposed software to meet the State's requirements.

5.2.4.8 Proposers must describe how they will provide technical support during the hours of 7:00 a.m. to 7:00 p.m. Central Time. This should include help desk, telephone, Internet, and any other support. Describe your prioritization and escalation process including expected response times for all levels.

5.2.5 **System Functionality.** The State's business requirements for the GCTS are described in the pro forma Scope of Services, and Contract Attachment B, *Governor's Correspondence Tracking System Business Requirements* ("GCTS Business Requirements"). In responding to RFP Section 5.2.5, the Proposer must use Contract Attachment B, or an exact duplicate thereof, to submit its responses. The Proposer shall fill in the "Proposer Name" at the top of Attachment B and leave the "Evaluator Name" and "Date" blank.

The Proposer must respond to each Reference Number row within the *GCTS Business Requirements*. For each row, in the column marked "Proposer Response," the Proposer will respond with a "Yes" or a "No." Do not leave any Proposer Response cell blank; if a Proposer Response cell is left blank, the State will assume that the answer is "No" to the requirement and will score the response accordingly.

"Yes" means either: (1) the proposed system will meet the requirement "out of the box"; or (2) the Proposer agrees to modify the system, without any additional charge to the State beyond the costs quoted in the Cost Proposal; such modification to be complete by the point in the project life cycle defined in pro forma Contract Section A.5. If the Proposer answers "Yes" to a given requirement, the Proposer will receive the number of points listed under the "Points for 'Yes' Response" column for that requirement.

"No" means that the proposed system does not meet the requirement out of the box, and the Proposer will not modify the system in order to meet the requirement such that the modification will be complete by the point in the project life cycle defined in pro forma Contract Section A.5. If the Proposer answers "No" to a requirement, then the Proposer will get a score of zero (0) for that requirement.

IMPORTANT NOTE: The State has assigned Importance Ratings to each of the requirements expressed in the *GCTS Business Requirements* document: M = Mandatory; C = Critical; and D = Desirable. The State has assigned points to these Importance Ratings as follows: M = 10 points; C = 6 points; and D = 1 point. The Proposer must, without exception, provide all of the Mandatory requirements by the point in the project life cycle defined in pro forma Contract Section A.5. This means that, in response to this Section 5.2.5, the Proposer must answer "Yes" to all requirements marked "Mandatory." Failure to answer "Yes" to all requirements marked "Mandatory" shall be grounds for disqualification of the Proposal. The Proposer may answer "No" to "Critical" or "Desirable" requirements; however, this will result in a lower score.

5.2.6 **Software Demonstration.** Proposers shall be required to demonstrate the Proposed software to the Proposal Evaluation Team. The Software Demonstration portion of the Proposer's Technical Proposal shall be scored as described in Section 6 of this RFP.

5.2.6.1 The State will contact the Proposers on June 25, 2003 to schedule the demonstration. Demonstrations will be scheduled to occur during the "Proposers Conduct Software Demonstrations" dates given in RFP Section 2, Schedule of Events.

- 5.2.6.2 Proposers will be allowed up to three (3) hours for their demonstrations and must provide at least 30 minutes either during or at the end of the presentation for questions from the State and answers from the Proposers. The demonstration will only be open to the Proposer and necessary Proposer staff, the RFP coordinator, the Proposal Evaluation Team Members, and appropriate State staff.
- 5.2.6.3 The demonstrations will be held in the offices of the Office for Information Resources (OIR), Tennessee Tower, Nashville, TN. The State will provide Internet connections.
- 5.2.6.4 Proposers shall organize their software demonstrations to specifically address the Use Cases defined in Contract Attachment F, and shall demonstrate how their software solution addresses the workflows, requirements, and procedures defined in the Use Cases. This is the minimum requirement. Once this requirement has been met, Proposers are free to demonstrate additional functionality that the Proposer feels may be relevant to the State's requirements for the GCTS.
- 5.2.6.5 Proposer must provide a proposed time line that addresses the dates by which the Proposer anticipates completing each of the Project Phases given in pro forma Contract Section A.2. For purposes of the Demonstration, construct the work plan with the assumption that work will begin on the "Anticipated Contract Start Date" given in RFP Section 2.
- 5.2.6.6 The demonstration may be supplemented by written materials, product documentation, and samples of reports.

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in RFP Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by RFP Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The Proposer must sign and date the Cost Proposal.
- 5.3.6 The Proposer shall propose the Costs in accordance with detailed instructions given in RFP Attachment 9.2.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, System Functionality, Software Demonstration, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	20
Technical Approach	15
System Functionality	15
Software Demonstration	10
Cost Proposal	40

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
- a) if it meets requirements for further evaluation;
 - b) if the State shall request clarification(s) or correction(s); or
 - c) if the State shall determine the proposal nonresponsive and reject it.
- 6.2.4 J. Allen Staley, CPA, shall provide an analysis of each Proposer's documentation of financial resources (RFP Section 5.2.2.3). The analysis may include where appropriate (but not be limited to) an examination of the Current Ratio, Quick or Acid Test Ratio; Cash Ratio, Gross Working Capital to Total Assets Ratio, and Debt to Worth Ratio. The analysis shall result in a clear, written determination provided to the RFP Coordinator regarding whether each Proposer's documentation of financial resources indicated apparent financial strength, stability, and resources to provide the subject scope of services as required.

If a Proposer's documentation of financial resources is not clearly determined to indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team shall review the proposal to determine if the State shall:

- a) request clarification(s) or correction(s); or
- b) determine the proposal nonresponsive and reject it.

6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. The Evaluation Team shall be composed of two sub-teams: (1) Business Requirements and (2) Technical Approach.

Each evaluator on the Business Requirements sub-team shall score the “General Proposer Qualifications and Experience” section and the “System Functionality” section of each Proposal. The Business Requirements team will score the “System Functionality” section by entering a score for each numbered row, based on the Proposer’s “Yes” or “No” response. These row scores will then be summed to derive the “System Functionality Raw Score”

Each evaluator on the Technical Approach sub-team shall score the “Technical Approach” section of each Proposal.

The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to Contract Attachment B and RFP Attachment 9.3, Technical Proposal Evaluation Format.)

6.2.6 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

6.2.7 Upon completion of the “General Proposer Qualifications and Experience,” “Technical Approach,” and “System Functionality” scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average “Qualifications and Experience” and “Technical Approach” scores for each Proposal and add these to the “System Functionality” score to derive the “Total Qualifications and Experience, Technical Approach, and System Functionality” score for each Proposal.

6.2.8 Proposers shall be required to make a “Software Demonstration” before the Business Requirements sub-team. Each member of the Business Requirements sub-team shall score each demonstration. Upon completion of the Software Demonstration scoring by the Business Requirements sub-team, the RFP Coordinator shall calculate the average “Software Demonstration” score for each Proposal.

The RFP coordinator will then calculate the Technical Proposal Score for each Proposal by adding the “Total Qualifications and Experience, Technical Approach, and System Functionality” score to the average “Software Demonstration” score.

6.2.9 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. The Cost Evaluation score shall be based on the proposed cost for evaluation amount indicated by the Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

$$\frac{\text{lowest proposed cost for evaluation}}{\text{proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

(Refer to Attachment 9.4, Cost Proposal Evaluation Format, for details.)

- 6.2.10 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to Attachment 9.5, Proposal Score Summary Matrix).
- 6.2.11 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award Process

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.9, *et seq.*, above.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.

- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.5 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.6 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of a Governor's Correspondence Tracking System (GCTS), as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. General Scope of the GCTS Project. Contractor agrees to provide the GCTS in accordance with the requirements expressed herein and in the *Request for Proposals for Governor's Correspondence Tracking System (GCTS)*, hereinafter referred to as the "RFP."

A.2. Project Phases. The GCTS will be delivered and implemented in accordance with the following project phases. The phases will occur in the order given below, and each phase must be completed prior to moving on to a subsequent phase:

- a. Planning – During this phase Contractor staff will meet with State staff to plan the subsequent steps in the project.
- b. Installation/Tailoring – During this phase Contractor staff will install, configure, and test the software on the State's systems environment. The Contractor will demonstrate that the system is fully functional in the State's environment, including all functionality that the State has required to be present at the beginning of the Installation/Tailoring Phase (See Contract Section A.5.c, below). Prior to the end of this phase the Contractor will train State staff in tailoring the system to the State Governor's office environment, and will assist in the completion of the tailoring effort. This phase shall not be deemed complete until the State has provided a written approval.
- c. Training – During this phase the Contractor will train State staff in accordance with the Training requirements listed below.
- d. Implementation – During this phase, State staff will use the system to perform actual production work associated with constituent contact and correspondence tracking and response. This phase shall last for thirty (30) calendar days. At the end of this phase, the State will report the status of the Implementation effort. There are two possible outcomes: (i) successful Implementation, in which case the State will notify the Contractor of this fact, in writing; or (ii) problem resolution required. In this latter case, the State will report any problems with the GCTS to the Contractor; the Contractor will resolve the problems; and

when the problems are resolved, the State will notify the Contractor, in writing, of a successful implementation.

The State will compensate the Contractor for the above phases as described in Contract Section C.3.

A.3. Software Licensure/System Support.

- A.3.a. The Proposer shall provide a license (or “licenses”) to the State that will allow up to one hundred (100) State users to use the GCTS (this license, or these licenses, are referred to herein as the “base license”). The base license will also include system support as described below. The base license shall be renewed annually throughout the term of the contract. The State will compensate the Contractor for the base license as described in Contract Section C.4.
- A.3.b. The Contractor shall provide technical support to the State—via on-line interface or toll-free telephone number—for the GCTS. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.
- A.3.c. Year 1 of the Software Licensure/System Support base license shall begin on the first day of the Implementation Phase and shall run for one full year. Year 2, and subsequent years, shall begin on the anniversary date of the first year of Software Licensure/System Support.
- A.3.d. Since Software Licensure/System Support does not begin until the Implementation Phase has begun, there will be an offset between the Contract effective date and the beginning of the Year 1 of Software Licensure/System Support. This means that the billing cycle for Software Licensure/System Support will not match Contract year boundaries, and therefore there will be a partial quarter of Software Licensure/System Support at the end of the contract. The Proposer agrees to prorate the final Software License/System Support invoice to accommodate the partial quarter.
- A.3.e. The Contractor agrees to provide, at the State’s request, additional user licenses to supplement the base license. The State may request such additional licenses if its user population exceeds the 100 users allowed by the base license. The Proposer shall provide System Support for these user licenses in the same manner as it does for the base license users. The State will compensate the Contractor for such user licenses on a per-seat basis, in accordance with Contract Section C.5.
- A.3.f. The State recognizes that the Contractor may require the State to sign the Contractor’s licensing agreement(s) for the proposed software. However, in the event of any conflict between the terms of this Contract and the terms of any Contractor licensing agreement, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor’s software licensing agreement prior to entering into it, if the State deems this necessary in order to meet State legal requirements.
- A.4. Consulting Services. At the State’s request, the Contractor will provide professional services to the State. These services may be provided either on or off-site and will be billed to the State on a per-hour basis. If travel is involved in the provision of these services, the State will reimburse the Contractor for travel expenses incurred in accordance with the Travel Compensation clause in Contract Section C, below. The types of professional services provided may include, but not be limited to, on-site technical support and training. These services, if requested, shall be distinct from the System Support described above, in Contract Section A.3.b. The State will compensate the Contractor for Consulting Services as described in Contract Section C.6.

- A.5. **GCTS Business Requirements and Functionality Delivery Points.** The State's business requirements for the GCTS are expressed in Contract Attachment B, *GCTS Business Requirements* and Contract Attachment F, *Use Cases*.
- A.5.a. The Contractor shall deliver a GCTS that meets all requirements to which the Contractor has replied with a "Yes" in the Contractor's Proposal response to the "System Functionality," Section 5.2.5 of the RFP.
- A.5.b. If the Contractor has replied with "Yes" to any requirement in System Functionality response, the Contractor is thereby bound to provide that requirement in the GCTS delivered to the State, within the proposed costs. Failure, for any reason, to deliver a requirement to which the Contractor has replied "Yes" shall be grounds for the termination of this Contract for cause.
- A.5.c. The timing of the delivery of particular requirements is dependent upon the Importance Rating (Mandatory/Critical/Desirable) that the state has assigned to the requirement in question. The table below indicates the point in time, during the project lifecycle, at which the requirement must be fully functional within the GCTS:

Importance Rating	Point in Project Life Cycle at Which the Requirement Must be Functional within the GCTS
Mandatory	Beginning of the Installation/Tailoring Phase
Critical	Beginning of the Implementation Phase
Desired	End of the Implementation Phase, prior to State's written approval.

- A.6. **System Documentation.** The Contractor shall provide the following GCTS documentation:
- User Manual – This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the GCTS.
 - User Quick Reference Guide – This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
 - Operations Manual – This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the GCTS. If tailoring is not covered in the User Manual, it must be addressed in the Operations Manual.
- A.7. **Training.** The Contractor shall provide training in the operation of the GCTS. The training shall be provided to the following individuals and in accordance with the following provisions:
- Functional User Training – this training shall be provided to up to seven (7) members of the Governor's correspondence and constituent contact staff. This training shall cover all non-technical, day-to-day aspects of using the GCTS.
 - System Tailoring Training – this training shall be provided to up to four (4) members of the Governor's correspondence and constituent contact staff. This training shall address all aspects of tailoring the system to function effectively in the State Governor's office environment. Upon completion of the training, State personnel shall be able to independently modify the system to

meet the Governor's correspondence office needs without the direct assistance of Contractor staff. This training shall occur during the Installation/Tailoring Phase described above.

- A.7.c. Technical/Systems Administrator Training – this training shall be provided to up to four (4) members of the Governor's technical support staff. This training shall address all aspects of technical support and systems administration of the system. Upon completion of this training, State technical support staff will be able to operate, support, and maintain the GCTS with minimal ongoing assistance from Contractor staff.
- A.7.d. The location of all training shall be the State Capitol complex.
- A.7.e. The State reserves the right to assess to effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.
- A.8. System Warranty. The Contractor expressly warrants the GCTS software provided to be defect free, properly functioning, and compliant with the terms of the Contract. Throughout the term of the Contract, the Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the GCTS software reported by the State, and to provide such corrections in a timeframe determined by the State.
- A.9. Source Code in Escrow. The Contractor shall maintain copies of the GCTS source code in escrow with an independent escrow company pre-approved by the State.
 - A.9.a. Within fifteen (15) calendar days after the State's written acceptance of the implementation of GCTS, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
 - A.9.b. Within fifteen days (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.
 - A.9.c. If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.
- A.10. Requirement to Provide On-Going Updates. In responding to Contract Attachment B, as required in RFP Section 5.2.5, the Proposer may have responded to one or more requirements with a "Yes," but with the knowledge that the Proposer would have to add the functionality in question, because it did not exist in the system "out of the box." For purposes of this provision, such functionality is referred to as "added functionality."

After the GCTS is installed and operational at the State, the Proposer may continue to issue upgrades or new releases of the software originally proposed, which may not include added functionality required to meet State requirements. The Proposer agrees to make such upgrades or releases available to the State as it would to any other customer. Should the State choose to install such upgrades or releases, the Contractor agrees to include the added functionality within

such upgrades or new releases, at no additional cost to the State, such that the State loses no functionality through the process of upgrading or installing the new release.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on August 8, 2003 and ending on August 7, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Sections C.3, C.4, C.5, and C.6 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.7.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Sections C.3, C.4, C.5, and C.6. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Project Phase Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of the Project Phases defined in Section A. The State shall compensate the contractor for the Planning Phase and the Installation/Tailoring Phase at the end of the Installation/Tailoring Phase. The State shall compensate the Contractor for the Training Phase and the Implementation Phase at the end of the Implementation Phase. In other words, the compensation Amount for Installation/Tailoring shall include all compensation for Planning; and the compensation Amount for Implementation shall include all compensation for Training. The Contractor shall be compensated based upon the following Amounts:

<u>PROJECT PHASE</u>	<u>AMOUNT</u>
Installation/Tailoring	[\$[NUMBER AMOUNT]] (20% of Software Fixed Cost)

Implementation \$[NUMBER AMOUNT] (80% of Software Fixed Cost)

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

- C.4 Software Licensure/System Support Payment Methodology. For the provision of Software Licensure and System Support, as described in Contract Section A.3, the Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Software Licensure/System Support services. The Contractor shall be compensated based upon the following Amounts:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Software Licensure/System Support; Quarterly Rate in effect during Year 1.	\$[NUMBER AMOUNT]
Software Licensure/System Support; Quarterly Rate in effect during Year 2.	\$[NUMBER AMOUNT]
Software Licensure/System Support; Quarterly Rate in effect during Year 3.	\$[NUMBER AMOUNT]
Software Licensure/System Support; Quarterly Rate in effect during Year 4.	\$[NUMBER AMOUNT]
Software Licensure/System Support; Quarterly Rate in effect during optional Year 5.	\$[NUMBER AMOUNT]

Although Licensure/System Support costs shall be proposed as an annual cost, the State is required to pay for Licensure/System Support on a quarterly basis, after the services have been provided. Therefore, the Proposer shall invoice the State on a quarterly basis for Software Licensure/System Support. Year 1 rates for Software Licensure/System Support shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall begin on the anniversary date of the Implementation Phase begin date.

The Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter.

In the event that any quarter of support is shortened, for example, as a result of early contract termination or normal termination at the end of the Contract term, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

- C.5. Additional User Licenses Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for each additional per-seat user license authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Amount:

<u>ITEM</u>	<u>AMOUNT</u>
One (1) Additional User License (Per Seat); Quarterly	\$[NUMBER AMOUNT]

Rate in effect during Year 1

One (1) Additional User License (Per Seat); Quarterly Rate in effect during Year 2 \$[NUMBER AMOUNT]

One (1) Additional User License (Per Seat); Quarterly Rate in effect during Year 3 \$[NUMBER AMOUNT]

One (1) Additional User License (Per Seat); Quarterly Rate in effect during Year 4 \$[NUMBER AMOUNT]

One (1) Additional User License (Per Seat); Quarterly Rate in effect during optional Year 5 \$[NUMBER AMOUNT]

Although costs for Additional User Licenses shall be proposed as a per-seat, annual rate, the State is required to pay for these licenses on a quarterly basis, after the services have been provided. Therefore, the Contractor shall invoice the State on a quarterly basis for Additional User Licenses. Year 1 of Additional User License rates shall begin at the beginning of the Implementation Phase. Year 2 and subsequent years' rates shall begin on the anniversary date of the Implementation Phase begin date.

The Contractor shall include charges for Additional User Licenses as a part of its quarterly Licensure/System Support invoices. The Contractor shall itemize each additional user license separately, and include, for each, the date when the user license became effective. The Contractor shall prorate the charge for any additional user license that was not in effect for the entire quarter, and the State shall pay only for the portion of that quarter during which the license in question was in effect. The invoice must be in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the itemized list of additional user licenses, the Amount for each additional license, and the total amount due the Contractor for the period invoiced.

- C.6. Consulting Services Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

<u>SERVICE</u>	<u>PAYMENT RATE PER HOUR</u>
Consulting Services; Hourly Rate in effect during Year 1	\$[NUMBER AMOUNT]
Consulting Services; Hourly Rate in effect during Year 2	\$[NUMBER AMOUNT]
Consulting Services; Hourly Rate in effect during Year 3	\$[NUMBER AMOUNT]
Consulting Services; Hourly Rate in effect during Year 4	\$[NUMBER AMOUNT]
Consulting Services; Hourly Rate in Effect During optional Year 5	\$[NUMBER AMOUNT]

The Contractor shall not be compensated for travel time to the primary location of service provision.

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the anniversary of the effective date of the Contract, and so on, for the term of the contract.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment.

Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.7. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. This Travel Compensation shall only apply to travel related to the provision of Consulting Services, as defined in Contract Section A.4.
- C.8. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.9. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.10. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.11. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Hope Bragg, Assistant Director
Systems Development and Support
Suite 1800, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-5161
(615) 741-4589

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.5. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.6. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.7. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

**GCTS MANDATORY
TECHNICAL REQUIREMENTS**

If a Windows solution is proposed, the application must:

1. Utilize the State of Tennessee's production Active Directory domains IF Active Directory is used with no child domains or external forests to be joined to the State's directory.
2. Utilize the State's Active Directory Schema without modification domains IF Active Directory is used.
3. Run on a member server in the State's Active Directory without running on or installing it's own domain controller domains IF Active Directory is used.
4. Run as a service; the console cannot remain logged in to maintain a process.
5. Support MSMQ 2.0 or higher IF utilizing Message Queuing.
6. Run on Windows 2000 Server service pack 3 or greater with IIS5 or higher Web Server or Windows 2003 Server with IIS6 or higher Web Server.
7. Utilize either Microsoft SQL Server Database 2000 service pack 3 or higher running on a Windows platform or Oracle Database 8.1.7 or higher running on a Sun Solaris platform.

If a Unix solution is proposed, the application must:

1. Run on Sun Solaris 8 or higher.
2. Be deployable to an Oracle Application Server 9.0.2 or higher.
3. Utilize Oracle Apache 9.0.2 or higher Web Server.
4. Utilize Java 1.3.
5. Be developed using J2EE compliancy standards and no proprietary coding.
6. Utilize Oracle Database 8.1.7 or higher.
7. Be deployable to a sub-directory and execute as a non-root system user. No system commands are allowed in the code (including system.out messages).
8. Include a connection pool ("Resource Pool") having an "Application" scope and synchronized methods.

Common to either a Windows or Unix solution, the application must:

1. Be web server based.
2. Use standard TCP/IP communication protocols.
3. Be 128 Bit SSL compliant.
4. Be able to send email through the State of Tennessee's existing SMTP email gateway.

5. Be able to integrate with Microsoft Office 2000 and Microsoft Office XP or greater.
6. Be user accessible via Microsoft Internet Explorer 6.0 or greater on the State's Intranet.
7. Accommodate deployment of the database on a physically separate server behind the State's firewall accessible only via the application. (No web access to the database will be allowed.)
8. NOT require nor allow database administrative rights.
9. Encrypt all user/password transactions.
10. Restrict technical administrative functions to a non-root user level or administrator-equivalent level.
11. Use DNS entries for access and not contain any hard coded i.p. addresses.
12. Integrate with FileNet Content Services version 5.x or higher.

**GOVERNOR'S CORRESPONDENCE TRACKING SYSTEM
BUSINESS REQUIREMENTS**

Proposer Name

Evaluator

Date

Ref #	Business Requirements	Importance Rating (Mandatory/Critical/Desired)	Proposer Response	Points for "Yes" Response	Score (For State's Use Only)
	Data				
201.00	Collect and update constituent data including: name, anonymous caller, address, sex, nationality (for tracking international letter writing campaigns), VIP Status or Friends of the Governor/First Lady, constituent type (individual or organization), inmate number, zip code, email address, multiple telephone numbers, country, district, province, and postal code.	M		10	
202.00	Additional user-defined constituent fields should be available for configuration by the administrative user to accommodate future business needs.	C		6	
203.00	Collect and update correspondence data including: date received, policy or casework classification, subject category and sub-category (see Contract Attachment D), opinion of Pro or Con relating to a subject, description narrative, status, status last update, correspondence type (see Contract Attachment C), reviewer, and user ID of each user to update the correspondence detail.	M		10	
204.00	Additional user-defined correspondence fields should be available for configuration by the administrative user to accommodate future business needs.	C		6	
205.00	The administrative user should have the capability to inactivate a subject (subject category and sub-category.) Once the subject is inactive, it will no longer be available for selection by the user when recording a new correspondence record. However, reports should display correspondence records with inactive subjects if included in the search criteria. (i.e., Correspondence record was recorded with that subject before it was inactivated and that correspondence record falls within the specified search	C		6	

ATTACHMENT B

	criteria for a report.)				
206.00	Correspondence types will be used to categorize most correspondence and must include all values listed in Contract Attachment C. Exceptions include subjects that the Administrative User has flagged for capturing statistical data only.	M		10	
207.00	Collect and update correspondence response data including: response text, response date and method(s) of routing response. The system must provide the capability to scan and/or capture and save an image of the correspondence. This is the response sent from the Governor's Correspondence Office to a constituent or other external source, in reply to correspondence received.	M		10	
208.00	Additional user-defined correspondence response fields should be available for configuration by the administrative user to accommodate future business needs.	C		6	
209.00	Provide capability to automatically generate, send, and store emails and letters that are sent as standard responses to all types of correspondence received in the Governor's Correspondence Office, based on selected subject category and sub-category.	M		10	
210.00	Provide capability to collect and update correspondence referral data including referral date, expected response date, referral name, contact descriptions as field (Contract Attachment E), referral address, and referral status. This references the referrals sent from the Governor's Correspondence Office to external sources, such as State or Federal agencies/departments, requesting a response in regard to correspondence received.	M		10	
211.00	Additional user-defined correspondence referral fields should be available for configuration by the administrative user to accommodate future business needs.	C		6	
212.00	Provide capability to collect and update referral response data including actual response date, referral response narrative. This is the response sent from a constituent or other external source, in response to a referral sent from the Governor's Correspondence Office. The system must provide the capability to scan and/or capture and save an image of the referral response.	M		10	
213.00	Additional user-defined referral response fields should be available for configuration by the administrative user to accommodate future business needs.	C		6	
214.00	Provide capability to record and update content of standard response letters in the database, allowing the administrative user to record and update the content and style of standard letters that are sent from the Governor's Correspondence Office to constituents or other external sources and to	M		10	

ATTACHMENT B

	associate those letters with selected subject categories and sub-categories. When the template is selected as the letter to send to a constituent in response to their correspondence, the system should automatically populate specific information into the letter regarding the selected constituent and specific details about the correspondence that was sent by the constituent and recorded into the system.				
215.00	Provide capability to customize a standard letter that is sent from the Governor's Correspondence Office as a response to correspondence received from a constituent.	M		10	
216.00	Provide capability to create a customized letter as a referral response to a constituent. In this case, the user would not choose to modify a standard letter.	M		10	
217.00	Provide capability for administrative user to define whether a data field is optional or required. The user will identify specific business rules during the Installation Phase to identify whether a field is optional or required, based on correspondence type, subject, etc. The administrative user should have the capability to override these rules, if needed.	C		6	
218.00	For each date, a four-position date field is required.	M		10	
	Functional				
301.00	Provide functionality to identify and correct duplicate records (i.e., two constituents recorded in the database are actually one individual, a correspondence record is recorded twice in error, a referral is recorded twice in error)	M		10	
302.00	Provide capability to group two or more constituents as belonging to one family, household, or organization	C		6	
303.00	Provide workflow features, which automatically route correspondence and referral response information from one queue to the next.	M		10	
304.00	Provide administrative function allowing user to insert and update records in some reference/maintenance tables (i.e., correspondence status, correspondence priority, correspondence subject categories and sub-categories [Contract Attachment D] and contact descriptions [Contract Attachment E]. The administrative user should have the capability to activate and inactivate records in each reference/maintenance table, as needed.	M		10	
305.00	Provide administrative function allowing user to configure workflow in the system, through user-defined rules with flexibility to change the rules to accommodate changing business needs. These items include: routing correspondence by correspondence type (Contract Attachment C) or subject category and sub-category (Contract Attachment D); generating alerts relating to referral response information, such as referral status, email	M		10	

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	address, subject category and sub-category (Contract Attachment D), and key words; and automating case closure.				
306.00	Capability to automatically route incoming correspondence, based on key words and email addresses contained in electronic correspondence received from constituents, employees, and state agencies/departments. If automatic routing is uncertain, the system should automatically move the correspondence to an assigned queue for manual review and routing.	D	1		
307.00	Based on subject category and sub-category (Contract Attachment D), the user may not be required to record information in the system relating to the constituent or specific correspondence details. Only statistical information may be required for some subject categories and subcategories, as defined in user defined-rules. (i.e., subject categories and subcategories such as death penalty, dog shooting incident – just need ability to report on number of contacts for some subject categories and subcategories; also for mass mailings from constituents)	C	6		
308.00	The administrative user should have the capability to record statistical data by subject (subject category and sub-category) [Contract Attachment D] beginning with correspondence received January 1, 2003. This is the only data that will be transferred from the existing system to the new system.	C	6		
309.00	Provide capability for user to select one or more options for routing a correspondence response to a constituent, including email with or without an attachment (i.e., Word or Excel document attachment), mail and print hard copy.	D	1		
310.00	Capability for user to create customized responses to correspondence	C	6		
311.00	Automatically generate standard, electronic response for some correspondence types (Contract Attachment C), as defined by administrative user, with ability to modify the automatic response, if desired. (i.e., form letters, certificates)	C	6		
312.00	Automatically associate referral responses from external sources with the initial correspondence and referral records with ability to make corrections if errors occur with the automatic association process.	M	10		
313.00	THIS REQUIREMENT DELETED.	N/A	N/A		
314.00	Capability to view all open, assigned, and resolved correspondence records	M	10		
315.00	Generate mass mailings and bulk printing of documents, labels, and image files	C	6		
316.00	Capability to adjust addresses to postal service standards. Verify address information against the Postal Service address database to reduce the occurrences of undeliverable mail.	C	6		

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317.00	Capability to archive non-current information (over one year old)	M		10	
318.00	Capability to scan/capture, store, and view document images and to associate those images with a correspondence or referral record.	M		10	
319.00	Provide role-based security	M		10	
320.00	Capability to receive, scan/capture, and store images of faxes and to associate the image with a correspondence record.	C		6	
321.00	Must provide audit trail of all transactions, identifying the user who recorded each transaction and the date/time of each transaction.	M		10	
322.00	Ability to associate scanned image with one or more correspondence or referral records	M		10	
323.00	THIS REQUIREMENT DELETED.	N/A	N/A	N/A	
324.00	Ability to associate many correspondence records with one constituent	M		10	
325.00	Ability to associate a correspondence record with one or more constituents (i.e., petition that accompanies letter)	M		10	
326.00	Ability to associate one correspondence record with one or more subject categories and subcategories.	M		10	
327.00	Ability to associate each subject categories and subcategories (Contract Attachment D) with zero to many correspondence records.	M		10	
328.00	Ability to associate each correspondence record with zero, one, or many internal and external referrals	M		10	
329.00	Ability to associate each referral with at least one correspondence record	M		10	
330.00	Ability to associate each correspondence record with zero or more images	M		10	
331.00	Ability to associate each image record with one or more correspondence records (i.e., one document could contain an invitation and a request)	M		10	
	Reports and Files				
401.00	Generate print-friendly, customized reports that can be run weekly or at other specified intervals, including statistical reports and reports by specified subject category and sub-category (Contract Attachment D), county, city, and referral status.	M		10	
402.00	Generate ad-hoc reports. The user should be able to specify a date range and other search criteria and generate ad-hoc reports as needed.	M		10	
403.00	Functionality to create, save, and print graphs and charts	C		6	

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404.00	Capability to import and export data from external data files (i.e., Excel, Access, Text)	M		10	
405.00	Capability to generate weekly, monthly, quarterly, and annual volume reports for email, mail, fax, calls, web forms, letter requests, and gifts upon request by the administrative user	M		10	
406.00	Capability to generate weekly, monthly, quarterly, and annual volume reports by subject for email, mail, fax, web forms, and calls (i.e., TennCare, Child Support)	M		10	
407.00	Capability to generate weekly report of "outstanding referrals."	M		10	
408.00	Capability to generate monthly, quarterly, and annual volume report by subject and county for all correspondence. (i.e., 300 emails, 200 letters, 15 calls, and 34 faxes from Rutherford County about TennCare) upon request by the administrative user	M		10	
Business Rules					
501.00	When Name, City, Organization, and Position are recorded, the first letter of each field should be displayed with the first letter capitalized.	C		6	
502.00	The name of the user who records information in the correspondence system will be derived by the system.	D		1	
503.00	A constituent type (organization or individual) must be recorded for a constituent.	M		10	
504.00	List of constituent types (organization or individual) must be available for selection by description, not code.	M		10	
505.00	If the selected constituent type is "Individual," the following fields must be recorded to identify the constituent: First Name, Last Name.	D		1	
506.00	If the selected constituent type is "Organization," the following information must be recorded about the constituent: Organization Name, Address 1, City, State, and Zip Code.	D		1	
507.00	If the selected constituent type is "Organization," and a corresponding first and last name is recorded, the individual should be classified as an organizational contact.	D		1	
508.00	If a constituent is classified as an inmate, the inmate information can be removed at a later date, if at a later date the constituent is no longer an inmate. History does not have to be maintained to show that a constituent was once an inmate.	C		6	
509.00	If a constituent has a Tennessee address, the district fields should be derived by the system and can be modified by the user.	D		1	

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510.00	If only one letter is recorded in the middle name field (as a middle initial), a period should be derived by the system and displayed after the initial.	D		1	
511.00	When a zip code is recorded, the system should derive and record the city and state, with the ability to make modifications, if needed.	C		6	
512.00	If a correspondence record with a correspondence type (Contract Attachment C) of "Email" is recorded, email address must be recorded for the constituent.	M		10	
513.00	If seven digits are recorded for telephone number, the phone number should be right justified and the area code field should be blank.	D		1	
514.00	Country should default to U.S., but can be changed by the user.	C		6	
515.00	Before a new constituent can be recorded, a constituent search is required, allowing selection of constituent record if match is found. This will help to minimize duplicate constituents in the system.	M		10	
516.00	When searching for an organization name, the user should be able to record a few letters or word(s) as Organization Name search criteria, and the systems should perform a string match. Search results should display any organization names recorded with that "string match."	C		6	
517.00	Search criteria should not be case sensitive.	C		6	
518.00	The following fields must be recorded for each correspondence record before recording a subject (Contract Attachment D) or sending a referral or constituent response: correspondence type (Contract Attachment C), date received, reviewed by.	M		10	
519.00	Date correspondence received is a required field and should default to the current date; this date can be modified by the user to an earlier date.	M		10	
520.00	If a two-digit year is recorded, the system should save and display on the interface as a four-digit year.	M		10	
521.00	Correspondence status is a required field and should be derived by the system. Status values will be determined during the installation phase.	M		10	
522.00	Each correspondence record can have only one active status.	C		6	
523.00	When a correspondence status is "Closed," that correspondence and any related information (subject, referral) that was documented prior to the status close date can only be modified by a Correspondence User with Administrative privileges.	C		6	
524.00	When the correspondence status is updated by an administrative user, the current date should be recorded as the status last update.	C		6	
525.00	When a correspondence status is closed, the status last update is recorded	M		10	

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	as the current date and cannot be modified by the user.				
526.00	Correspondence type is a required field for each correspondence record. (Contract Attachment C)	M		10	
527.00	The zip code should be recorded for the constituent if the correspondence type of "Letter" is selected. (Contract Attachment C)	C		6	
528.00	List of correspondence types must be available by description, not code. (Contract Attachment C)	M		10	
529.00	Reviewed By is a required field for each correspondence record; this field is derived by the system recording the identity of the Correspondence User who is recording the initial correspondence record or who later updates the correspondence record. Reviewed By field is derived by the system and cannot be modified by the user.	C		6	
530.00	THIS REQUIREMENT DELETED.	N/A	N/A	N/A	
531.00	Correspondence description is an optional freeform text field; this field should allow up to 255 characters to be recorded for each correspondence record.	C		6	
532.00	The list of subjects must be displayed and selectable by description, not associated subject code (Contract Attachment D).	M		10	
533.00	At least one subject (Contract Attachment D) is required for all correspondence.	M		10	
534.00	Only subjects (Contract Attachment D) related to a specific correspondence type (Contract Attachment C) can be selected to further classify correspondence. (i.e., If the selected correspondence type is letter request, there is a subset of subjects that are applicable to a correspondence type of letter request.)	C		6	
535.00	If a subject of "Other" is selected, the user must record a description in freeform text. (Contract Attachment D)	M		10	
536.00	The date referred should default to the current date and can be changed by the user to an earlier date.	M		10	
537.00	The expected response date should default to the closest working day that occurs two weeks from the current date; this date can be changed by the user but must be greater than or equal to the date of the referral.	C		6	
538.00	The expected response date for a referral must be greater than or equal to the current date when the referral is created.	M		10	
539.00	Correspondence can be "Flagged" to indicate that immediate response is required.	M		10	

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540.00	A tickler file or alert will be used to notify the user if a response has not been received from the Governor's Correspondence Office within 48 hours of initiating the external referral.	C		6	
541.00	The actual response date for a referral must be greater than or equal to the date of the referral.	M		10	
542.00	List of possible referral names must be displayed and selectable by description, not associated code.	M		10	
543.00	If a subject is selected before recording contact description (Contract Attachment E), the list values for contract description field should be filtered to display the most common department(s) or position(s) referred to for this subject (Contract Attachment D). However, the user can select any value(s) in the contact description list.	D		1	
544.00	If selected value for contact description is "Mayor," the user can select from a list of related cities in Tennessee. (Contract Attachment E)	D		1	
545.00	When the status on each referral related to a correspondence record is closed, the correspondence status should automatically be closed.	C		6	
546.00	The user can manually close a referral status even if an actual response date has not been recorded.	C		6	
547.00	Referral description is a freeform text field and is optional.	C		6	
548.00	If the user records that a referral is inactive, the current date is recorded as the inactive date and cannot be changed by the user. A reason for making the referral inactive must be recorded in freeform text by the user.	C		6	
549.00	If an actual response date has been recorded, the referral cannot be recorded as inactive.	C		6	
550.00	If the user records that a referral is inactive, the referral status should be updated to "Closed," and a status closure reason must be recorded in this freeform text field.	C		6	
551.00	A letter date should default to the current date and can be modified by the user to an earlier or later date.	C		6	
SYSTEM FUNCTIONALITY RAW SCORE					
POSSIBLE SYSTEM FUNCTIONALITY RAW SCORE					799

**LIST NAMES FOR
CORRESPONDENCE TYPES**

Correspondence Type	Correspondence Subtype
Annual Report	
Brochure	
Budget Report	
CC for the Governor's Information	
Email	
Express Mail/Fedex	
Fax	
Gift by mail	
Gift from visit to Governor's Office	
Gift from Governor's visit or speech	
Gift delivered to Residence	
Hand delivered correspondence	
Legislative mail	
Letter request	
Magazine	
Messenger mail	
Office telephone (transfer)	
Office walk-in	
Petition	
Post-card campaign	
REGISTERED MAIL	
Telephone call	
Town meeting	
Web Form	

**LIST NAMES FOR
SUBJECTS**

Subject Category	Subject Subcategory
Abortion	Pro
	Anti
Adult Protective Services	
Agricultural issues	Funding for programs
	Surplus food - commodities
	Surplus land sales
Americorps	
Animal welfare	
Annexation laws	
Anniversary	Business
	Church
	Pastor
	Wedding
Appointment to Board or Commission	Request appointment
	Resign
	Thank you for appointment
Auction item request	
Autograph request	
Banking/Other Financial Issues	
Blue Book request	
Budget issues	Specific cuts
	Increase specific program spending
Capitol photo request	
Cemetery Issues	
Census Issues	
Certificate	Governor's Outstanding Tennessean Award
	Tennessee's Outstanding Achievement Award
	Colonel Aide de Camp
	Tennessee Ambassador of Goodwill
	Honorary Tennessean
	Judges Appointment
	Boards and Commission
	Award Merit
	Day of Recognition
	Appreciation
	Centenarian Award
	Tennessee Youth Achievement Award
	Eagle Award of Merit
	Girl Scout Award of Merit
Childcare	Background check for childcare workers
	Child-Care center licensing
	Child-Care center funding

Subject Category	Subject Subcategory
	Policy Issues
Children	Abuse
	Adoption
	Child support
	Foster parenting
	Grandparent's rights
	Legal custody
	State custody
Clemency	
Community Development Block Grants	
Community service /volunteers	
Computer issues - general	
Congratulations	Baby
	Business
	Grand opening
	Winning championship
	Wedding
Consumer issues	Product safety
	Internet scams
Contribution request	
Death penalty	General
	Specific case
Disaster Planning/Recovery	Agricultural Disaster Area Designations
	Federal Disaster Area Designations
	Flood Plain Locations
	Insurance problems following disaster
Displaced workers	
Drinking water quality/supply	
Eagle Scout Letter	
Education Adult	
Education Higher	Complaint against particular school
	Financial Assistance
	Residence requirements for non-UT school
	Residency requirements for UT System
Education K-12	Charter schools
	Complaint against particular school
	Dress codes
	Drug-Free Tennessee Program
	Governor's Schools
	Funding for schools
	Home schooling
	Prayer in school
	School safety
	School-to-Career
	Tennessee Secondary School Athletic Agency - TSSAA
Elder abuse	

Subject Category	Subject Subcategory
Employment issues	
Encouragement and support	
Entertainment industry issues	
Environmental Issues	Air quality
	Land acquisition
	Recycling
	Water quality of lakes and rivers
Expungement of record	
Extradition	
Federal Government	Department of Defense
	Department of Energy
	Department of Justice
	Economic Development Administration Grants
	Environmental Protection Agency
	Equal Employment Opportunity Commission (EEOC)
	Health & Human Services
	Housing & Urban Development (HUD)
	Medicare/Medicaid
	Military
	Nuclear Energy Issues
	President
Flag Request	U.S. flag
	Tennessee flag
Flat Stanley Letter	
Forestry	
Fraud	
Gambling Issues	Casinos
	Video machines
GED	
Gift to Governor	Art work
	Book/reading material
	Calendar
	Clothing
	Collector's item
	Flowers/plant
	Food/drink
	Gift basket
	Handmade craft
	Holiday decoration
	Home furnishings
	Jewelry
	Music
	Plaque/Award
	Office decorations/supplies
	Video
Girl Scout letter request	

Subject Category	Subject Subcategory
Governor's photo request	
Gun control issues	Conceal Carry Laws
	Second Amendment Rights
	Pro
	Anti
Hate mail	
Health issues	AIDS/HIV
	Drug abuse
	Vital records - birth
	Vital records - death
Homeland Security	
Housing issues	
Human rights issues	
Hunting issues	Bag limits
	Seasons
Immigration issues	
Internet issues	Internet sales
	Pornography
	Privacy
	Spam
	Taxation
	Tennessee website
Investigative Issues	Criminal Investigation
	Report illegal activity
	Sex Offenders Registry
Invitation to Tennessee request	
Lapel pin request	
Legal Issues	Judges appointment
	Complaints against judges
	Litigation - Involving Governor
	Litigation - Involving State
	Tennessee Code Annotated
Licensing	Drivers License
	Handguns
	Hunting & Fishing
	Regulatory Boards
Local Workforce Investment Area Designation	
Local issues	
Lottery	Jobs with lottery
	Policy
	Scholarships
	Vendor issues
Map request	
National Guard	
National Governor's Association	
National Parks Issues	
Native American issues	

Subject Category	Subject Subcategory
Nursing home regulation	
Parole issues	Request parole
	Complaints against parole board
Passports/Visas	
Pen pals of Governor	
Personal - First Lady	
Personal - Governor	
Policy Initiatives - General	
Policy Initiatives-Specific	
Praying for Governor	
Press issues	
Prison Issues	Inmate Grievance
	Prison medical care
	Sexual assault
	Transfer request
Privatization - General	
Proclamation	Request proclamation
	Protest/endorse proclamation
Recommendation request	To college
	To THP
Recreation Issues	Boating
	Recreation Areas
	State Parks
Regional/National Programs	Appalachian Regional Commission
	Council of State Governments
	Delta Regional Authority
	Job Training Partnership Act
	Jobs for America's Graduates
	Southern Regional Education Board
	Southern States Energy Board
	Tom Big-Bee Waterway
Religious issues	
Reunion	Class
	Family
Reports	Budget from City, County, Etc.
	Corporate Annual Report
	Open Appointment Report
	Special Audit
Resolution	
Retirement	Military
	Other
	State/Local Government
Reunion	Class
	Family
Royal Ranger letter request	
Safety Issues	Commercial vehicle safety
	Compliment - Tennessee Highway Patrol

Subject Category	Subject Subcategory
	Complaint - Tennessee Highway Patrol
	Restoration of driving privileges
	Speeding
	First Lady
Schedule	Governor
	First Lady and Governor as couple
Senior Citizen issues	
Social Security issues	
Southern Governor's Association	
Speech request of copy	
State Constitution	
State Employees	Bonuses
	Complaints
	Pay Raises
	Retirement Benefits
	Workers' Compensation
State seals	
Sympathy	
Taxes	Hall Tax
	Income Tax
	Professional Privilege Taxes
	Property Tax
	Sales Tax
TBI	Amber Alert
	Need assistance of
	Report complaint
Teacher Issues	Pay Raises
	Background check
Tennessee Occupational Safety and Health Administration (TOSHA)	
Tennessee Valley Authority (TVA)	
Thank you	
Threat mail	
TennCare	Casework
	Fraud
	Policy
	Provider questions/concerns
TN State National Guard	
Tobacco settlement	
Tobacco use	By teens
	In public places
Tourism	
Transportation Issues	Litter
	Road Conditions
	Road Construction
	Speed Limit Signs
Unclaimed property	
Unemployment insurance	

Subject Category	Subject Subcategory
Veterans Issues	Veteran's benefits
	Veteran cemetery
	Veteran's homes
Walking Horse Issues	
Welcome	
Welfare Issues	Aid to Families With Dependent Children (AFDC)
	Families First
	General assistance needs
	Policy
Wildlife Issues	
Workers Compensation	

**LIST NAMES FOR
CONTACT DESCRIPTIONS**

Contact Type	Contact Description
Federal	Representative William L. "Bill" Jenkins
	Representative John J. Duncan, Jr.
	Representative Jim Cooper
	Representative Lincoln Davis
	Representative Zach Wamp
	Representative Bart Gordon
	Representative Marsha Blackburn
	Representative John Tanner
	Representative Harold Ford, Jr.
	Senator Bill Frist
	Senator Lamar Alexander
Governor's Staff	Communications Director
	Boards and Commissions
	Constitution Services
	Legislation
	Scheduling
	Chief Administrative Officer
	Deputy Governor
	Deputy Administrative Officer
	Deputy for Policy
	Facilities Administrator
	First Lady's Personal Assistant
	Legal Counsel
	Personal/Executive Assistant
	Personnel/Budget Officer
	Press Secretary
State Agency	Children's Cabinet
	Administrative Office of the Courts
	Alcoholic Beverage Commission
	Arts Commission
	Attorney General
	Board of Paroles
	Commission on National and Community Service
	Commission on Aging
	Comptroller
	Election Commission
	Emergency Management Agency (TEMA)
	Film, Entertainment, and Music Commission
	Higher Education Commission (THEC)
	Historical Commission
	Homeland Security
	Housing Development Agency (THDA)
	Human Rights Commission
	Office of Criminal Justice
	Secretary of State
	State Library and Archives
	State Museum
	State Treasurer
	Student Assistance Corporation (TSAC)

	Tennessee Board of Regents (TBR)
	Tennessee Bureau of Investigation (TBI)
	Tennessee Regulatory Authority (TRA)
	TVA
	University of Tennessee
	Wildlife Resources Agency (TWRA)
State Department	Agriculture
	Children's Services
	Commerce and Insurance
	Correction
	Economic and Community Development
	Education
	Environment and Conservation
	Finance and Administration
	Financial Institutions
	General Services
	Health
	Human Services
	Labor and Workforce Development
	Mental Health and Mental Retardation
	Military
	OIR
	Personnel
	Revenue
	Safety
	TennCare Bureau
	Tourist Development
	Transportation
	Veterans' Affairs

USE CASES

Developed by the Office of Constituent Services

Examples of expected workflow for phone calls, letters, faxes, emails, web forms, and reports

Phone calls		Data captured: * Required	
Case #1: Constituent phone call to express an opinion.	Scenario: Mrs. Opinion Ated wants the Governor to know that she supports the equalization of lottery scholarships. She's calling from a cell phone and is in a hurry. Constituent Services wants to capture as much information as possible but Mrs. Ated is rushed.	<p>Date of call*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County*</p> <p>Phone number* 1</p> <p>Phone number 2</p> <p>Phone number 3</p> <p>Subject of call*</p> <p>(Sub-Subject)</p> <p>Support/ Does not support Governor*</p> <p>Notes:</p>	<p>3/15/3</p> <p>Mrs. Opinion Ated</p> <p>112 Beach Rd, Nashville TN 37204</p> <p>Davidson County</p> <p>(615) 338-9898 (Cell Phone)</p> <p>Lottery</p> <p>(Scholarships)</p> <p>Supports Governor's position</p>
Case #2: Constituent phone call to get assistance with TennCare.	Scenario: Mr. Good Father got a letter from TennCare saying that his son Zeke's coverage was cancelled. He is irate. He has been transferred to three different numbers and wants to talk to someone immediately. Constituent Services wants to transfer the call and monitor the disposition of the case.	<p>Date of call*</p> <p>Name*</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number*1</p> <p>Phone number 2</p> <p>Phone number 3</p> <p>Subject of call*</p> <p>Sub-subject</p> <p>Transferred to ____ at TennCare*</p> <p>Notes on case</p> <p>Follow-up from TennCare*</p> <p>Date of follow-up*</p> <p>Case closed or open*</p>	<p>4/3/3</p> <p>Mr. Good Father</p> <p>45 Old Smyrna Rd,</p> <p>Hendersonville, TN 35876</p> <p>Sumner</p> <p>615-990-3422</p> <p>TennCare Coverage</p> <p>Son's TennCare Coverage</p> <p>Call transferred to Sherri Sharp</p> <p>Son Zeke's coverage was cancelled</p> <p>Sherri Sharp emailed that coverage re-instated</p> <p>4/10/3</p> <p>Case closed. No further follow-up needed</p>

Case #3: Organization wants to request a proclamation.	Scenario: Ms. Carol Wilsons wants to request a proclamation honoring the Shi Tzu Breed. She is president of the Shi Tzu Lovers International. She also wants a press release and photo op with the Governor. Constituent Services needs to contact a local representative, cc scheduling, and press.	<p>Date of call*</p> <p>Name*</p> <p>Name of Organization*</p> <p>Street Address, City, State, Zip*</p> <p>Local contact name (if national)*</p> <p>Street Address, City, State, Zip*</p> <p>County</p> <p>Phone number* 1</p> <p>Phone number 2</p> <p>Copied to: _____</p> <p>Date needed*</p> <p>Date proclamation mailed*</p>	<p>3/16/3</p> <p>Ms. Carol Wilsons</p> <p>Shi Tzu Lovers International</p> <p>455 Woodlawn Drive, Washington DC 25566</p> <p>Ms. Margaret Marie</p> <p>34 Dogwood Lane, Chattanooga, TN 31122</p> <p>Hamilton County</p> <p>423-909-8888</p> <p>202-333-4444 (National Number)</p> <p>Scheduling, Ms. Margaret Marie, Press Office</p> <p>3/22/3</p> <p>3/20/3</p>
Emails		Data captured:	
Case #1: Constituent email regarding casework.	Scenario: crazygrl@aol.com wants to request a clemency application for her brother. Constituent Services needs to send an auto reply regarding requests for clemency and cc the Board of Probation and Parole. System will capture the original email and verify that an automatic response was sent.	<p>Date of email*</p> <p>Email address*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number</p> <p>Subject of email*</p> <p>Email response sent*</p>	<p>2/5/3</p> <p>crazygrl@aol.com</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>Clemency application request</p> <p>Email sent 2/5/3 automatically</p>
Case #2: Constituent email stating support for HR222.	Scenario: emumama@netscape.com wants to express her support for a bill recognizing the Emu as the official large bird of Tennessee. Constituent Services needs to	<p>Date of email*</p> <p>Email address*</p> <p>Name</p> <p>Street Address, City, State, Zip</p> <p>County</p>	<p>3/6/3</p> <p>emumama@netscape.com</p> <p>Ms. Liza Braze</p> <p>111 Big Bird Court, Knoxville, TN 33333</p> <p>Knox</p>

ATTACHMENT F

	send an auto response and cc the Governor's legislative staff. V-Card at bottom of email gives address, phone, name.	Phone number Subject of email* Email response sent* Copied to: _____	423-444-6575 Pending legislation HR222 Email sent 3/6/3 automatically Copied to Legislative Staff
Case #3: Constituent email requesting assistance getting child support.	Scenario: Ms. Misty Waters has faxed, emailed, and mailed the Governor a letter requesting assistance collecting her child support. Constituent Services needs to refer the email to DHS and monitor the response. DHS normally responds by email. Constituent Services would like the email response to link to the initial request. Duplicate records of correspondence should be flagged and noted.	Date of email* Email address* Name Street Address, City, State, Zip County Phone number Subject of email* Email forwarded to _____ agency* Email response from agency received* Notes on Case	1/23/3 misswaters@netscape.net Ms. Misty Waters 909 McMillan St., Talladega, AL 35160 256-909-8888 Out of state child support DHS, attn: Janette Coulter 1/30/3 response letter as email attachment Fax, letter received and filed in hard copy files
Web Forms		Data captured: * Required	
Case # 1: Constituent wants letter of congratulation for Eagle Scout.	Scenario: Scout Master Jevon George uses the Tennessee's Website URL to fill out an Eagle Scout congratulation request. Scout Master is able to select from a "drop down" list of letter types to select letter type. Scout Master fills out form online. Appropriate staff member alerted that request has been made. Automatic letter generated that can be customized. Staff member able to record that request was met.	Date of request* Name* Street Address, City, State, Zip* Address to Mail (if different) County Phone number* 1 2 Phone number Type of letter requested Name of Scout Date needed* Date letter mailed* Notes on letter	4/2/3 Mr. Jevon George 999 Titan Road, Nashville, TN 37215 Davidson 615-333-7777 N/A Eagle Scout Congratulation Letter Jonathon S. Miller 4/30/3 4/10/3

ATTACHMENT F

Case # 2: Organization wants Proclamation for Catfish Month	Scenario: Mr. Farner Fishman fills out Proclamation Request Form on State web site. Mr. Fishman provides language for Proclamation. Form routed to the appropriate staff member. Staff member records when proclamation mailed. Staff member alerts Commissioner of Agriculture and the Press Office for Press Opportunities.	<p>Date of request*</p> <p>Name*</p> <p>Name of Organization*</p> <p>Street Address, City, State, Zip*</p> <p>Local contact name (if national)*</p> <p>Street Address, City, State, Zip*</p> <p>County</p> <p>Phone number* 1</p> <p>Phone number 2</p> <p>Draft Language Provided in text:</p> <p>Copied to: _____</p> <p>Date needed*</p> <p>Date proclamation mailed*</p>	<p>2/14/3</p> <p>Mr. Farner Fishman</p> <p>Catfish Farmers of Tennessee</p> <p>333 Fish Hatchery Rd., Paris, TN 38242</p> <p>Same as above</p> <p>N/A</p> <p>931-134-2222</p> <p>Whereas the Catfish is the ugliest of all fish...</p> <p>Commissioner Ken Givens, Press Office</p> <p>3/15/3</p> <p>3/10/3</p>
Case #3: Constituent wants to express an opinion about budget cuts, TennCare, and TDOT.	Scenario: Mrs. Sarah Nimby calls and wants to email the Governor with her concerns. Staff refers her to website where she is able to fill out an "express your opinion" form that automatically gives subjects choices and a 250 line form to express concerns. Automatic reply generated with custom changes to show multiple topics selected.	<p>Date of request*</p> <p>Name</p> <p>Email*</p> <p>Street Address, City, State, Zip</p> <p>County</p> <p>Phone number 1</p> <p>Phone number 2</p> <p>Subject 1</p> <p>Subject 2</p> <p>Subject 3</p> <p>Text of web form:</p> <p>Copied to: _____</p> <p>Email response sent:</p>	<p>4/1/3</p> <p>Mrs. Sarah Nimby</p> <p>nimby@mindspring.com</p> <p>546 Happy Lane, Colliersville, TN 38017</p> <p>Shelby</p> <p>901-334-0099</p> <p>TennCare reform</p> <p>Budget cuts</p> <p>TDOT reform</p> <p>Dear Governor: You are doing a great job...</p> <p>Commissioner of TDOT, Director of TennCare, Policy Staff</p> <p>4/1/3</p>

Letters/Faxes		Data captured: * Required	
Case # 1:	<p>Scenario: Mrs. Lydia Hunt writes a letter expressing her concerns about wild life issues. At the top of the letter she writes "third letter, no response to letters one and two." Constitue Office Staff views the scanned image of this letter and does a name search of the system for referral status of letters one and two to see where referred and whether or not a response has been sent. They find a match and notice that only one previous letters was received and was not responded to. They review the scanned image of the previous letters and immediately respond to this one with apologies for the oversight. The second letter is referred to TWRA as well as a copy of this response.</p>	<p>Date of 1st letter* Name* Street Address, City, State, Zip* County Phone number 1 2 Subject of letter* Sub-subject Date of referral* Staff member who reviewed* Department referred to* Response expected* Response received* Notes</p> <p>Date of 2nd letter* Name* Street Address, City, State, Zip* County Phone number 1 2 Phone number 2 Subject of letter* Sub-subject Date of referral* Staff member who reviewed* Department referred to* Response expected* Response received* Notes</p>	<p>5/1/03 Mrs. Lydia Hunt 90 East Lake Dr, Nashville, TN 37303 Davidson (____) 334-9882 Wild Life Deer poaching 5/2/03 Cara Wilson TWRA 5/12/03</p> <p>5/15/3 same as above same as above same as above same as above same as above same as above 5/15/3 Cara Wilson TWRA 5/29/3</p> <p>Apology letter sent 5/15/3 copied to TWRA</p>
Case # 2:	<p>Scenario: Mr. Jerry Winfrey faxes in a request for a "Kid's Pack" for his grandson. Fax is received automatically by the system. Staff</p>	<p>Date of fax* Name* Street Address, City, State, Zip* County</p>	<p>4/2/3 Mr. Jerry Winfrey 45 Short Rd, Knoxville, TN 36889 Knox County</p>

ATTACHMENT F

	member review and fill request.	<p>Phone number 1 Phone number 2 Subject of fax* Sub-subject Date of request* Staff member who reviewed* Department/Staff referred to* Response expected* Notes</p>	<p>Kid's Pack Request 4/2/3 Margaret Horn Melissa Proctor 4/12/3</p>
Gifts		Data captured: * Required	
Case # 1:	Scenario: The Ladies Democratic Auxiliary visits the Capitol for a tour and a photo op with the Governor. Present the Governor with a gift basket of iris bulbs, homemade bread, and a throw rug for the Residence. Staff must log items, send thank you note, record where gifts sent after logged into system. Staff prefers a spreadsheet model that allows "mail merge" of letters.	<p>Date of visit Name of organization* Contact person* Others in attendance Street Address, City, State, Zip* County Phone number 1 Phone number 2 Gift description Gifts sent to Date thank you sent</p>	<p>4/13/3 Ladies Democratic Auxiliary Mrs. Inez Patterson Maria Truman, Gordanza Mondale, Liza Clinton 888 Kennedy LN, Bath Springs, TN _____ Decatur N/A N/A Iris bulbs, homemade bread, and a throw rug Iris bulbs planted at Capitol, bread eaten by Troopers, throw rug sent to Residence 4/15/3</p>
Case # 2:	Scenario: At the Paris Fish Fry, Governor given t-shirt and hat from the local 4-H Club. Troopers record partial information only but staff must log gifts.	<p>Date of event Name of event* Name of sponsoring organization Contact person* Others in attendance Street Address, City, State, Zip* County Phone number 1</p>	<p>3/11/3 Paris Fish Fry Paris Chamber of Commerce Lesley Carter N/A Not available Henry Not available</p>

ATTACHMENT F

			Phone number 2 Gift description Gifts sent to Date thank you sent	T-shirt and hat Donated to charity 3/12/3
Reports			Data captured: * Required	
Case #1		Scenario: Governor is giving a speech at the Cumberland County Rotary Club. Communications Office wants report of all correspondence received from Cumberland County between 1/18/3 and 4/21/3. Wants report by topic in bar graph and pie chart format.	Report of all letters, email, faxes, calls on all topics from Cumberland County in date range given. Simple bar graph display.	40 letters 56 phone calls 23 faxes 11 emails 13 TennCare 99 Budget 9 TDOIT 9 Water quality
Case #2		Scenario: The Governor has recommended restoration of funding for the Memphis Children's Museum. Museum supporters had launched a letter writing campaign to protest the cuts. Communications now wants to send a follow-up letter/email to the people who had written in before. Staff will do a "search" for the subjects of Memphis Children's Museum and budget cuts over a specified date range, identify the letter writers, create a mail merge document to respond to letters and faxes plus an email message, and send out the follow-up letter.	Date range Subject Sub-subject Correspondence type Name* Street Address, City, State, Zip* Email address	2/3/03-4/15/03 Memphis Children's Museum Budget cuts 23 letters, 4 faxes, 19 emails Mail merge spreadsheet

Mass Contacts		Data captured: * Required	
Case #1	<p>Amnesty International has chosen a Tennessee prisoner as "prisoner of the month". This has resulted in massive mail-ins, faxes, and emails from around the world. Statistics for these contacts must be captured according to correspondence type as well as international, national, and State of TN contacts.</p>	<p>Date of Contact Subject Correspondence Type, Subcategory, Number of Items</p> <p>Date of Contact Subject Correspondence Type, Subcategory, Number of Items</p>	<p>5/1/3 Amnesty International Campaign Letters - International = 543 Letters - National = 440 Letters- State of TN = 200 Emails- International = 600 Emails- National = 300 Emails- State of TN = 400 Faxes- International = 150 Faxes- National = 200 Faxes- State of TN = 100 5/2/3 Amnesty International Campaign Letters - International = 43 Letters - National = 40 Letters- State of TN = 20 Emails- International = 60 Emails- National = 30 Emails- State of TN = 40 Faxes- International = 10 Faxes- National = 25 Faxes- State of TN = 15</p>

CERTIFICATION OF COMPLIANCE

RFP # 317.03-105

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

COST PROPOSAL FORMAT

RFP # 317.03-105

 Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The Proposer must sign and date the Cost Proposal.

Cost must be proposed for each of the following cost-component categories and in accordance with the following instructions:

- 9.2.1 **Software Fixed Cost.** The Proposer will propose a single, fixed cost to implement the software at the State's project site, in accordance with the "Project Phases" described in the Contract Scope of Services, Section A.2. This includes all costs associated with all phases of the lifecycle: i.e., Planning, Installation/Tailoring, Training, and Implementation.

For purposes of establishing phase milestone compensation for the services provided under Software Fixed Cost, the State will take the amount Proposed by the successful Proposer for Software Fixed Cost and apply the following percentages of this amount to determine the payment amounts to be used in Contract Section C.3: twenty percent (20%) at the end of the Installation/Tailoring Phase; and 80% at the end of the Implementation Phase.

- 9.2.2 **Software Licensure/System Support Cost.** The Proposer shall propose costs, per-year, to license the software to the State and to provide System Support as described in Contract Section A.3. The Proposer must propose a cost for each of the four (4) years of the Contract, and for the optional year five (5). The cost so proposed shall be all inclusive and shall confer upon the State the right for up to one hundred (100) State users to use the system for one year. For Proposal purposes, assume that at any given time one hundred (100) users may be accessing the system simultaneously. Note that this shall include all costs to the State for one year of licensure, including any site licenses, or central server licenses, or their equivalent. The State shall pay no more than the amount proposed for each year for licensure and support of the GCTS.

The Proposer shall propose one lump-sum amount for each full year of Licensure/System Support. However, the State is required to compensate the Contractor for licensure on a quarterly basis, in arrears, as described in Contract Section C.4. Therefore, the State shall divide the

amount proposed for each year by four (4) to derive the quarterly rate for that year. The amounts so determined shall be entered into Contract Section C.4.

- 9.2.3 Additional User Licenses—Per-Seat Cost. For each of the four (4) years of the contract, and for the optional year five (5), the Proposer shall propose a cost for each additional user (Contract Section 4.3.e) added to the GCTS in excess of the 100 users covered under the Software Licensure/System Support Cost. The Proposer shall propose an annual, per-seat (per-user) cost, regardless of the Proposer's price breaks or tiered pricing structures. The Proposers shall not propose their own alternative pricing structures, or in any other way attempt to qualify the single, per-seat rate that is proposed.

The Proposer shall propose one lump-sum amount for each full year, for one additional user to access the system. However, the State is required to compensate the Contractor for licensure on a quarterly basis, in arrears, as described in Contract Section C.5. Therefore, the State shall divide the amount proposed for each year by four (4) to derive the quarterly rate for that year. The amounts so determined shall be entered into Contract Section C.5.

- 9.2.4 Consulting Services Rate. The Proposer shall propose an Hourly Rate, for each of the four (4) years of the contract, and for the optional year five (5), to provide consulting services as described in Contract Section A.4. See also Contract Section C.6.

Proposers must use the following tables, or exact duplicates thereof, to submit their Cost Proposals. There are four tables below. **The Proposer must enter a cost in every blank cell, where indicated; the Proposer may not leave any Cost Proposal cell blank.** The Proposer may enter a cost of zero dollars (\$0.00). Failure to enter all costs as required will result in the disqualification of the Proposal.

9.2.1 - SOFTWARE FIXED COST	ENTER COST BELOW
Software Fixed Cost	

SEE NEXT PAGE FOR ADDITIONAL COST PROPOSAL TABLES.

9.2.2 – SOFTWARE LICENSURE/SYSTEM SUPPORT COST	YEAR	ENTER COST PER YEAR BELOW
Software Licensure/System Support Cost	Year 1	
Software Licensure/System Support Cost	Year 2	
Software Licensure/System Support Cost	Year 3	
Software Licensure/System Support Cost	Year 4	
Software Licensure/System Support Cost	Year 5	
TOTAL SOFTWARE LICENSURE/SYSTEM SUPPORT COST		(For State Use Only)

9.2.3 – ADDITIONAL USER LICENSES—PER-SEAT COST	YEAR	ENTER COST PER YEAR BELOW
One (1) Additional User License—Annual Per-Seat Cost	Year 1	
One (1) Additional User License—Annual Per-Seat Cost	Year 2	
One (1) Additional User License—Annual Per-Seat Cost	Year 3	
One (1) Additional User License—Annual Per-Seat Cost	Year 4	
One (1) Additional User License—Annual Per-Seat Cost	Year 5	
TOTAL ADDITIONAL USER LICENSES—PER-SEAT COST		(For State Use Only)

SEE NEXT PAGE FOR ADDITIONAL COST PROPOSAL TABLES, AND REQUIRED SIGNATURE LINE.

9.2.4 – CONSULTING SERVICES RATE	YEAR	ENTER HOURLY RATE BELOW
Consulting Services Rate	Year 1	
Consulting Services Rate	Year 2	
Consulting Services Rate	Year 3	
Consulting Services Rate	Year 4	
Consulting Services Rate	Year 5	
TOTAL CONSULTING SERVICES RATE		(For State Use Only)

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least **ninety (90)** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 317.03-105

Proposer Name

Evaluator

Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<u>General Proposer Qualifications and Experience (Maximum Points: 20)</u> <ul style="list-style-type: none"> - Proposer's background including an organizational history; mergers, acquisitions, and sales - Years in business - Location of offices - Pending litigation against the Proposer - bankruptcy or insolvency proceedings - customer references for three completed projects that are similar to the State's requirements - performance of current contractual relationships with the State of Tennessee or those completed within the previous five year period 	
<u>Technical Approach (Maximum Points: 15)</u> <ul style="list-style-type: none"> - Software history - Current or future plans for software - Software licensing requirements - Media on which software will be delivered - Recommended installation procedure - Technical environment and deployment strategy - Process used to tailor the system - Description of how technical support will be provided 	
<u>System Functionality (Maximum Points: 15)</u> <ul style="list-style-type: none"> - Transcribe the Proposer's "System Functionality Raw Score" from Contract Attachment B, <i>GCTS Business Requirements</i>, and use the following formula to determine System Functionality Score (calculations shall result in numbers rounded to two decimal places): <div style="margin-left: 40px;"> $\frac{\text{Proposer's System Functionality Raw Score}}{\text{Possible System Functionality Raw Score (799)}} \times 15$ </div> 	

Software Demonstration (Maximum Points: 10)	
<ul style="list-style-type: none">- Phone Call: Case # 1- Phone Call: Case # 2- Phone Call: Case # 3- Email: Case # 1- Email: Case # 2- Email: Case # 3- Web Forms: Case # 1- Web Forms: Case # 2- Web Forms: Case # 3- Letters/Faxes: Case # 1- Letters/Faxes: Case # 2- Gifts: Case # 1- Gifts: Case # 2- Reports: Case # 1- Reports: Case # 2- Mass Contacts: Case # 1	
TOTAL TECHNICAL PROPOSAL SCORE:	

COST PROPOSAL EVALUATION FORMAT

RFP # 317.03-105

Proposer Name

RFP Coordinator

Date

Proposers shall propose costs for the GCTS, as described in RFP Section 5.3 and RFP Attachment 9.2. Costs will be proposed for each of the four (4) components of the Cost Proposal. "Software Fixed Cost" is proposed as a single fixed cost; the remaining cost components are proposed as costs for each of five (5) years, which the RFP Coordinator will sum to derive totals for each component. The RFP Coordinator shall then transcribe the totals into the "Total Cost" column of the table below and multiply the totals by the weights given, thereby calculating a "Factored Cost" for each component. The Factored Costs are then added to derive the "Overall Factored GCTS Cost."

GCTS Cost Component	Total Cost (Transcribed From Attach. 9.2)	Weight	Factored Cost (For State's Use Only)
Software Fixed Cost		46	
Total Software Licensure/System Support Cost		46	
Total Additional User Licenses—Per-Seat Cost		7	
Total Consulting Services Rate		1	
Overall Factored GCTS Cost			

The RFP Coordinator shall use the Overall Factored GCTS Cost derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

lowest Overall Factored GCTS Cost for evaluation

proposed Overall Factored GCTS Cost being
evaluated

X maximum cost points

= SCORE of cost proposal being evaluated

The calculation appears in the table on the next page.

COST PROPOSAL SCORE CALCULATION

1. Lowest Overall Factored GCTS Cost amount from <u>all</u> proposals:	
2. The Overall Factored GCTS Cost proposed for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
4. The maximum number of points that shall be awarded for the Cost Proposal category:	40
5. COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	

PROPOSAL SCORE SUMMARY MATRIX
RFP # 317.03-105

[SIGNATURE]

RFP Coordinator

Date

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
QUALIFICATIONS AND EXPERIENCE Maximum Points: 20			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:
TECHNICAL APPROACH Maximum Points: 15			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	AVERAGE SCORE:
SYSTEM FUNCTIONALITY Maximum Points: 15			
SCORE:		SCORE:	SCORE:
Total QUALIFICATIONS AND EXPERIENCE, TECHNICAL APPROACH, and SYSTEM FUNCTIONALITY			

CONTINUED ON NEXT PAGE.

SOFTWARE DEMONSTRATION Maximum Points: 10						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
AVERAGE SCORE:			AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL PROPOSAL SCORE Maximum Points: 60						
TOTAL SCORE:			TOTAL SCORE:		TOTAL SCORE:	
COST PROPOSAL Maximum Points: 40						
SCORE:			SCORE:		SCORE:	
PROPOSAL SCORE (Maximum 100 Points)						
TOTAL SCORE:			TOTAL SCORE:		TOTAL SCORE:	

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

SAMPLE EVALUATION NOTICE

[AGENCY LETTERHEAD]

[DATE]

[NAME]

[COMPANY NAME]

[STREET ADDRESS]

[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 317.03-105. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]